

## **AGREEMENT**

Hartford Life and Accident Insurance Company  
200 Hopmeadow Street, Simsbury, Connecticut 06070

(hereinafter referred to as "**The Hartford**")

and

County of San Bernardino, California

(hereinafter referred to as "**County**")

This Agreement ("Agreement") is made effective between the parties as of \_\_\_\_\_, 2003.

**WHEREAS**, the County desires to provide group life insurance to its active, full-time employees; and

**WHEREAS**, the County has selected The Hartford to issue a group insurance policy to the County that provides group term life insurance for eligible employees, known as GL-67493 ("**Policy**"); and

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, you and we agrees as follows:

1. Subject to the terms and conditions of the Policy and applicable insurance laws and regulations, The Hartford, its agents and employees agree to perform our obligations with the ordinary skill and diligence of a group insurance carrier and shall indemnify, defend and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising from The Hartford's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claims therefore, except where such indemnification is prohibited by law.
2. The Hartford agrees to provide equal opportunity and affirmative action in accordance with its corporate non-discrimination standards and policies as set forth in the document attached hereto as Exhibit A.
3. The Hartford and its agents and employees shall not offer or otherwise distribute any bonus, gratuity or other payment to any County officer, employee, subscribers or groups of subscribers for the purpose of inducing enrollment or to existing subscriber or

group of subscribers for the purpose of inducing the continuation of enrollment as set out in its "Code of Corporate Conduct" and "Conflict of Interest Policy" attached hereto as Exhibit B.

4. The Hartford and its agents and employees shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees, or agent of the County in an attempt to secure favorable treatment or consideration regarding the award of the Policy as set out in its "Code of Corporate Conduct" and "Conflict of Interest Policy" attached hereto as Exhibit B.

5. Subject to the Policy and any applicable insurance laws or regulations, The County, by written notice, may immediately terminate the Policy if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, group of employees, or agent of the County with respect to the proposal and award process.

6. The Hartford will immediately report any attempt by a County officer, employee, group of employees, or agent to solicit (either directly or through an intermediary) improper consideration from The Hartford. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

7. Subject to the Policy and any applicable insurance laws or regulations, if during the course of the administration of the Policy, the County determines that The Hartford has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Policy may be immediately terminated. If the Policy is terminated according to this provision, the County is entitled to pursue any available legal remedies.

8. The Hartford agrees to the insurance requirements as set out in the "Certificate of Liability Insurance" attached hereto as Exhibit C.

9. (a) Subject to any Subject to the Policy and any applicable insurance laws or regulations, The County may immediately terminate the Policy after notice of material breach is sent to us and the breach is not cured within fifteen (15) business days of receipt of such notice. For the purpose of the Policy, the term "material breach" shall be defined to mean The Hartford's failure to perform all of its obligations under the Policy.

(b) Subject to the Policy and any applicable insurance laws or regulations, The County may terminate the Policy without cause upon thirty (30) calendar days prior written notice to The Hartford and all fees and charges incurred prior to termination will become due and payable within thirty (30) business days of the County's receipt of The Hartford's bill.

(c) The Hartford may terminate the Policy in accordance with the Policy and applicable insurance laws and regulations.

10. The Hartford acknowledges that the County Director of Human Resources has full discretion and authority to exercise County termination rights under the Policy.

11. Subject to the Policy and any applicable insurance laws or regulations, The Hartford agrees:



- a. That in the performance of the Contract, The Hartford, its agents and employees shall act in an independent capacity and not as officers, employees, or agents of the County; and
- b. That The Hartford shall notify the County in writing of any change in mailing address within ten (10) days of the address change; and
- c. That without the prior written consent of the County, the Policy is not assignable by The Hartford either in whole or in part; and
- d. The Hartford agrees not to enter into any subcontracting agreements for work contemplated under the Policy without first obtaining written approval from the County's Human Resources Department, such approval not to be unreasonably withheld. Any such subcontractor shall be subject to the same provisions as The Hartford and The Hartford shall be fully responsible for the performance of any subcontractor; and
- e. That The Hartford shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this insurance business or any competing offer, shall have any direct or indirect financial interest resulting from the award of this business or shall have any relationship to The Hartford or officer or employee of The Hartford.; and
- f. That The Hartford that all information made available by the County about its employees is confidential, and The Hartford agrees that it will not distribute, disclose or release to any third party any such information except as may be required by law or necessary to the performance of its services connected with the Policy either during or at any time after the term of the Policy; and
- g. The Hartford shall maintain all records and management books pertaining to accountability for Policy performance in accordance with The Hartford's standard practices, including its then applicable accounting practices; and
- h. The Hartford will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Policy. Contractor will notify the County immediately of loss or suspension of any such licenses and permits necessary for its performance under the Policy, and failure to maintain a required license or permit may result in immediate termination of this Policy; and

- i. The Hartford agrees to promote compliance with the County's Recycled Product Procurement Policy No. 11-17, which states, "It is County policy to promote the development of markets for recycled and recyclable products by establishing preferential purchase programs applicable to San Bernardino County departments, consultants, contractors, and other entities or organizations doing business with the County."; and
- j. That any alterations, variations, modifications, or waivers of provisions of the Policy shall be valid only when they have been made in accordance with the Policy and applicable insurance laws; and
- k. The venue of any action or claim brought by the County or The Hartford to enforce the provisions of this Policy against The Hartford or the County, as the case may be, shall be in a venue appropriate such insurance contract disputes; and
- l. That no news releases, advertisements, public announcements or photographs arising out of this Policy or The Hartford's relationship with County may be made or used without prior written approval of the County; and
- m. That the County shall have right to review and audit all records, books, papers, documents, and other pertinent items related to the Policy as requested, and shall have right to monitor the performance of The Hartford in the delivery of services provided under this Policy, subject to the rights that any claimant, insured or beneficiary may have, including without limitation any privacy rights related to personal medical or financial information. The Hartford shall cooperate in any auditing or monitoring conducted and cooperate with the County in the implementation, monitoring, and evaluation of this Policy and comply with any and all lawful reporting requirements established by the County. All records pertaining to the Policy shall be retained for the period required by applicable insurance laws and regulations.

11. This Agreement terminates automatically when the Policy effectively terminates.

This Agreement is signed by the duly authorized representatives of the parties to the Agreement on the dates shown below:

**Hartford Life and Accident Insurance Company**

Official Title  Kenneth A. Goroshko  
Director  
Date  April 25, 2003

**County of San Bernardino**

Dennis Hansberger  
Chair, Board of Supervisors  
Official Title

Date

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY  
P.O. Box 2999  
Hartford, CT 06104-2999  
NAIC Number 70815



Hartford Life

**GROUP INSURANCE APPLICATION**

Application is hereby made to Hartford Life and Accident Insurance Company ("HLA") on the basis of the information contained in this application, the group risk specifications, the enrollment data, and available experience data. The application in its entirety, and any required additional information, is subject to Home Office approval before insurance can become effective.

If this application is approved by HLA's Home Office, it will be attached to and made part of the Group Policy(ies). Insurance will become effective on the requested effective date shown below, unless HLA sends written notice of a different effective date.

If this application is not approved by HLA's Home Office, no insurance is in effect at any time, and any deposit premium HLA has received will be returned.

This application is made with the following deposit premium. The premium amount is estimated, as the amount due for the first month, and will be applied toward the first premium on the proposed Group Policy(ies): \$ 0.00

If any insurance requires employee contributions, any underwriting requirements for enrollment must be met before insurance can become effective.

Requested effective date: 07/26/2003

Coverages being applied for:

☒ Life      ☐ AD&D      ☐ Short Term Disability      ☐ Long Term Disability  
☐ Other: \_\_\_\_\_

W-2 Services Option (for Short Term Disability and Long Term Disability coverage only)


- ☐ Option 1: Withhold state and federal income taxes, and the employee's portion of FICA. Prepare and file W-2 Forms.  
☐ Option 2: Withhold federal income taxes, and the employee's portion of FICA. Applicant waives W-2 Forms services.

A detailed description of the W-2 services elected by applicant pursuant to this application will be sent to the applicant via mail. Such services will be performed in accordance with the above election and established standard procedures.

Are there any companies that are subsidiaries or affiliates of the applicant, which are also to be insured? If yes, please furnish a listing, giving the name, address, effective date of coverage, and number of employees for each such company. ☐ Yes ☒ No

Is the benefit plan, for which insurance is being requested, subject to the requirements of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended? ☐ Yes ☒ No

If yes, identify the Plan Number: \_\_\_\_\_

Sales Representative for HLA: Jeffrey D Valley   
Regional Office: San Diego, CA  
Name of Agent/Broker: Mercer Human Resource Consulting

For Applicant: The County of San Bernardino  
Legal Name of Entity

Signature

Date

Dennis Hansberger, Chairman Board of Supervisor  
Name and Title of Authorized Signer

Employer Tax ID No.

GR-12100-0 HLA (L/D)